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Attorneys for Defendant  
TIMEC COMPANY, INC. d/b/a TRANSFIELD  
SERVICES, LTD.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

JOSEPH VIERRA and KEVIN  
WOODRUFF, on behalf of themselves and  
classes of those similarly situated,

Plaintiffs,

vs.

TIMEC COMPANY, INC. and  
TRANSFIELD SERVICES, LTD., and  
DOES 1 through 100 Inclusive,

Defendants.

CASE NO. 3:14-CV-04105-EMC

**STIPULATION AND ~~PROPOSED~~  
PROTECTIVE ORDER**

1 This agreement is entered into by and between the undersigned attorneys on behalf of  
2 their respective clients, JOSEPH VIERRA and KEVIN WOODRUFF, on behalf of themselves and  
3 classes of those similarly situated (“Plaintiffs”) and TIMEC COMPANY, INC. d/b/a TRANSFIELD  
4 SERVICES, LTD. (“Defendant”).

5 Plaintiffs and Defendant (hereinafter “Parties”) have or will request the production of  
6 certain documents for inspection and copying, and will take depositions in conjunction with  
7 discovery in this litigation, and

8 These documents and depositions could include sensitive, confidential and/or  
9 proprietary information and records including, but not limited to, employee personnel records,  
10 including employee evaluations, employee earnings records, sales figures, training materials,  
11 employee contact information, and employer manuals and procedures and policy manuals  
12 (hereinafter “Confidential Material”).

13 Prejudice or harm could come to employees and former employees of Defendant if  
14 their personal and contact information is disclosed to third parties, and their rights of privacy under  
15 the California and federal constitutions could be jeopardized. Defendant could suffer harm to its  
16 business and competitive advantage if its sales figures, schedules, staffing plans, policies, proprietary  
17 training materials, and other confidential business information were disclosed to its competitors. A  
18 protective order is necessary to protect the interests of Plaintiffs and Defendant against  
19 dissemination of confidential and proprietary information.

20 Copies of Confidential Material, including portions of depositions and deposition  
21 transcripts and exhibits, will be marked “Confidential” on the document, or on the record at the  
22 deposition.

23 Confidential documents and/or depositions, and deposition transcripts and exhibits,  
24 all copies thereof, and any summaries, charts or notes made therefrom that reveal Confidential  
25 Material, and any facts or information contained therein or derived therefrom that reveal  
26 Confidential Material, shall be disclosed only to the Court and/or to: (a) the parties; (b) counsel for  
27 the parties hereto and their agents, employees, paralegals, or other secretarial and clerical employees  
28 or agents; (c) experts or consultants retained by one or more of the parties to this action or their

1 counsel, to assist in preparation of this action for trial; (d) deponents and their counsel; (e)  
2 stenographic reporters and videographers who are involved in depositions, the trial or any hearings  
3 or proceedings before the Court in this action; and (f) witnesses at the trial of this action.

4 No person authorized hereunder to view copies of Confidential Material, or to make  
5 notes therefrom, may disclose any portion of the subject matter or contents of either to any person  
6 not authorized hereunder. Experts and consultants and witnesses shown Confidential Material must  
7 sign the attached acknowledgement agreeing to be bound by this Order.

8 The Confidential Material, copies of any portion of the Confidential Material itself,  
9 and all notes arising from examination of said Confidential Material that might reveal Confidential  
10 Material, as well as discussions of the contents therein, shall be used only in connection with the  
11 instant case, and shall not be used in connection with any other lawsuit or for any other purpose  
12 whatsoever, unless such Confidential Material is independently discovered in another proceeding.  
13 Within 60 days following the conclusion of this action, including appeals, if any, the parties and  
14 their counsel, upon written request of the other party, shall destroy or return all Confidential  
15 Materials and provide notice to the other parties' attorneys of record.

16 The inadvertent production by any of the undersigned parties or non-parties to the  
17 proceedings of any document, testimony or information during discovery in this proceeding without  
18 a Confidential designation, shall be without prejudice to any claim that such item is Confidential and  
19 such party shall not be held to have waived any rights by such inadvertent production. In the event  
20 that any document, testimony or information that is subject to a Confidential designation is  
21 inadvertently produced without such designation, the party that inadvertently produced the document  
22 shall notify the non-designating party of the inadvertent nature of the production, and request that the  
23 non-designating party apply a "Confidential" stamp to the Confidential material inadvertently  
24 produced. The non-designating party shall comply with this request and shall treat the document as if  
25 it were produced with the "Confidential" designation. This provision is not intended to apply to any  
26 inadvertent production of any information protected by attorney-client or work product privileges. In  
27 the event that this provision conflicts with any applicable law regarding waiver of confidentiality  
28 through the inadvertent production of documents, testimony or information, such law shall govern.

1 In the event that counsel for a party receiving documents, testimony or information in  
2 discovery designated as Confidential objects to such designation with respect to any or all of such  
3 items, said counsel shall advise counsel for the designating party, in writing, of such objections, the  
4 specific documents, testimony or information to which each objection pertains, and the specific  
5 reasons and support for such objections (the "Designation Objections"). If the parties cannot reach  
6 an informal resolution with respect to the Designation Objections, the non-designating party shall  
7 have the option to file a motion with the Court challenging the Confidentiality designation(s) at issue  
8 (the "Designation Motion"). Pending a resolution of the Designation Motion by the Court, any and  
9 all existing designations on the documents, testimony or information at issue in such Motion shall  
10 remain in place.

11 This Protective Order is without prejudice to reconsideration by the Court as  
12 discovery continues.

13 The Parties may request that Confidential Material be filed under seal. However, any  
14 such request shall be subject to approval by the Court, for "compelling reasons," upon noticed  
15 motion, pursuant to Local Rule 79-5, under the standards set forth in *Kamakana v. Honolulu*, 447  
16 F.3d 1172, 1179 (9<sup>th</sup> Cir. 2006). The Parties may first meet and confer prior to any filing of  
17 Confidential Material as to whether or not the Parties should request that the Confidential Material  
18 be filed under seal.

19 Any Party may move the Court for relief from, or modification of, this order at any  
20 time, and each Party reserves the right to contend in any such motion that documents produced by  
21 another Party and information contained therein are not confidential. This stipulation does not  
22 constitute an admission as to the admissibility of any Confidential Material at trial.

23 In the event any third parties serve a subpoena or document request in other litigation  
24 to a party holding Confidential Material in this case, the party subject to the subpoena or document  
25 request will promptly notify the other party that produced the Confidential Material to allow that  
26 party to file objections or otherwise attempt to prevent disclosure of the Confidential Material to the  
27 third party, and will not produce the Confidential Material to the third party until legally required to  
28 do so.

1 The Parties agree to act in good faith in designating Confidential Material and agree  
 2 not to use this Stipulation for any purpose other than as stated herein. The parties agree to make a  
 3 good faith determination that any information designated “confidential” truly warrants protection  
 4 under Rule 26(c) of the Federal Rules of Civil Procedure. Designations of material as  
 5 “Confidential” must be narrowly tailored to include only materials for which there is good cause.

6 DATED: February 12, 2015

7 /s/ Robert L. Zaletel  
 8 LINDBERGH PORTER  
 9 ROBERT L. ZALETEL  
 10 TARUN MEHTA  
 11 LITTLER MENDELSON, P.C.

Attorneys for Defendant  
 TIMEC COMPANY, INC. d/b/a  
 TRANSFIELD SERVICES, LTD

12 DATED: February 12, 2015

13 /s/ Jay T. Jambeck  
 14 JAY T. JAMBECK  
 15 LEIGH LAW GROUP

Attorneys for Plaintiffs  
 JOSEPH VIERRA and KEVIN WOODRUFF,  
 on behalf of themselves and classes of those  
 16 similarly situated  
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of JOSEPH VIERRA and KEVIN WOODRUFF v. TIMEC COMPANY, INC. d/b/a TRANSFIELD SERVICES, LTD. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

~~[PROPOSED]~~ ORDER

For good cause appearing, it is SO ORDERED.

Dated: 2/13/15

DISTRICT COURT JUDGE

